

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
ELECTRONIC RECORDING  
20090814593,09/01/2009 01:31  
02696-9-1-1--,N

Recorded by:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

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**City of Glendale, Arizona**

**ORDINANCE NO. 2696 NEW SERIES**

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**(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)**

ORDINANCE NO. 2696 NEW SERIES

ELAINE M. SCRUGGS  
MAYOR

ATTEST:

PAMELA HANNA  
City Clerk

STATE OF ARIZONA )  
County of Maricopa ) ss  
City of Glendale )

(SEAL)

APPROVED AS TO FORM:

CRAIG TINDALL  
City Attorney

I, the undersigned, Pamela Hanna, being the duly qualified City Clerk of the City of Glendale, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2696 New Series is a true, correct and accurate copy of Ordinance No. 2696 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 25<sup>th</sup> day of August, 2009, at which a quorum was present and voted in favor of said Ordinance.

REVIEWED BY:

Given under my hand and seal this 1st day of September, 2009.

PAM KAVANAUGH  
Assistant City Manager

  
CITY CLERK

ORDINANCE NO. 2696 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY FOR THE INSTALLATION OF POWER LINES AND RELATED FACILITIES AT THE PYRAMID PEAK WATER TREATMENT FACILITY IN GLENDALE, ARIZONA; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the utility easement and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said document granting Arizona Public Service Company a utility easement upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto as Exhibit A. The legal description is contained in the Easement.

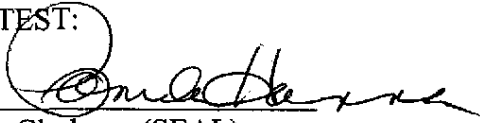
SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Arizona Public Service Company of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Arizona Public Service Company.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 25<sup>th</sup> day of August, 2009.

  
MAYOR

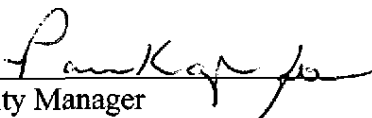
ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager

## **GRANT OF EASEMENT**

SE 20 T5N R2E  
204-19-002H  
W403484  
CRL

**CITY OF GLENDALE**, an Arizona Municipal Corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

### **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Grantor, for and in consideration of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, subject to the conditions stated below, at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

### **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); and utilize the Easement Premises for all other purposes connected therewith.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall have the right of ingress and egress to and along the Easement Premises for the purposes herein specified. Grantee acknowledges that the Easement Premises is located in the vicinity of sensitive municipal infrastructure facilities. For security reasons and the public welfare, Grantee shall obtain permission from the Utility Distribution and Operations Superintendent of the City of Glendale, or the Superintendent's designee, no less than one (1) business day (24 hours) prior to ingress, or, in the event of emergency repairs, prior notice as may be practical, which permission shall not be unreasonably withheld. If permission to enter is denied for reasons of security or public welfare, Grantee agrees to defend, indemnify and hold harmless Grantor from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from denial of permission to enter.

Grantor agrees not to make use of the Easement Premises in such a way as to unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or intentionally endanger any of the Facilities or the use thereof.

Grantor shall maintain a clear area that extends two (2) feet from and around all edges of all transformer pads and three (3) feet from and around all other equipment pads, and a clear operational area that extends ten (10) feet immediately in front of all transformer and other equipment openings.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to use its property adjacent to Easement Premises for any and all purposes not inconsistent with the easement rights granted herein.
2. In the event that any repair, maintenance, replacement or additions of its Facilities are required within the Easement Premises, that may cause a disturbance or disruption of any public street or roadway, Grantee or its assigns shall notify Grantor, pursuant to existing practices, and are obligated to obtain all permits, traffic control, advance warning signs, barricades, flagmen, flares, and other devices necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

Grantee agrees to defend, indemnify and hold harmless the Grantor, its agent, representatives, officers, directors, officials and employees (collectively, the "Indemnified Parties") from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes arising out of Grantee's use of the Easement Premises. Grantee's duty to defend, indemnify and hold harmless the Indemnified Parties shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any person other than the Indemnified Parties.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

By accepting and recording this easement Grantee agrees to be bound by and perform according to all the terms and conditions of this easement. The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, **CITY OF GLENDALE**, an Arizona Municipal Corporation, has caused this Easement to be executed by its duly authorized representative, this 1<sup>st</sup> day of September, 2009.

**APPROVED AS TO FORM:**

**CITY OF GLENDALE,**  
An Arizona Municipal Corporation

  
\_\_\_\_\_  
City Attorney

By: Pam Kavanagh

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

(SEAL)

STATE OF ARIZONA }

} ss.

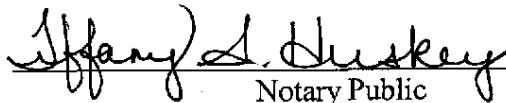
County of Maricopa }

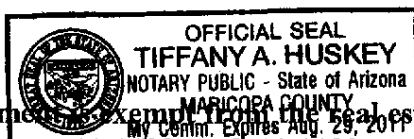
This instrument was acknowledged before me this 1<sup>st</sup> day of September, 2009,

by Pam Kavanagh the Assistant City Manager of the **CITY OF GLENDALE**, an Arizona Municipal Corporation.

My Commission Expires:

August 29<sup>th</sup>, 2011

  
\_\_\_\_\_  
Notary Public



This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Section 11-1134(A)(2) and (A)(3).

**EXHIBIT "A"**  
**(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)**

That portion of the South half of the Southeast quarter of Section Thirty (30), Township Five (5) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the South quarter corner of said Section 30, said point being identical to the North quarter corner of Section 31, as shown on RESULTS OF SURVEY, recorded in Book 252 of Maps, page 33, Records of Maricopa County, Arizona; thence North 88 degrees 33 minutes 38 seconds East, along the South line of the Southeast quarter of said Section 30, a distance of 666.14 feet; Thence North 01 degrees 26 minutes 22 seconds West, a distance of 459.91 feet, to a point on the Southwesterly right of way line of the Central Arizona Project, as described in Docket 11511, page 1290, Records of Maricopa County, Arizona; thence North 39 degrees 43 minutes 56 seconds West, along said Southwesterly line, a distance of 1024.36 feet, to a point on the West line of the Southeast quarter of said Section 30; thence South 00 degrees 01 minutes 06 seconds East, along the West line of the Southeast quarter of said Section 30, a distance of 1264.27 feet, to the Point of Beginning.



**EXHIBIT "B"**  
**(LEGAL DESCRIPTION OF EASEMENT)**

Easement to be 15 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of the property described in Exhibit "A";

THENCE North  $01^{\circ}26'22''$  West, along the East property line, a distance of 459.91 feet to a point on the Southwesterly right of way line of the Central Arizona Project Aqueduct;

THENCE North  $39^{\circ}43'40''$  West, along said right of way line, a distance of 39.64 feet to the POINT OF BEGINNING;

THENCE South  $89^{\circ}49'16''$  West, parallel to and 31' North of an existing APS power line, a distance of 219.15 feet to the POINT OF TERMINATION on the East property line of the existing APS Pyramid Peak Substation.